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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

MORTGAGE OF REAL ESTATE

ASSET TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, I, RICHARD A. JONES, JR.,

thereinafter referred to as Mortgagor) is well and truly indebted unto CHANTICLEER REAL ESTATE (D).

thereinafter referred to as Mortgagoe) as evidenced by the Mortgagor's premissory note of even date believen, the terms of which are incorporated herein by reference, in the sum of Twelve Thousand Two Hundred Fourteen and 28/100-----

in equal annual installments of Three Thousand Fifty Three and 57/100 (\$3,053.57) Dollars each, beginning January 1, 1977

with interest thereon from June 1, 1976 at the rate of 7% per centum per annum, to be paid: in annual installments beginning January 1, 1977.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN. That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be included in the Mortgagor at any time for advances made to or for his account by the Mortgagor, and also in consideration of the further sum of Three Dollars \$5.00 to the Mortgagor in hand well and truly paid by the Mortgagor at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagor, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereton, or bereafter constructed thereton, situate, being and being in the State of South Carolina, County of Greenville, and being known and designated as Lot 176 according to a plat entitled "Chanticleer Section V" by Webb Surveying and Mapping Co., dated July, 1970, and recorded in the R.M.C. Office for Greenville County in Plat Book 4F, Page 41, and having, according to the said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the back of the culdesac at the joint front corner of Lot Nos. 176 and 175, and running thence with the line of Lot No. 175, S. 54-32 E., 203.2 feet to a point at the joint rear corner of Lot Nos. 176 and 175; thence with the line of Lot No. 168, S. 37-02 W., 177.9 feet to a point in the stream; thence with the stream, N. 75-12 W. 96 feet to a point at the joint rear corner of Lot Nos. 176 and 177; thence with the line of Lot No. 177, N. 3-04 W., 225.3 feet to a point on the Southern side of the culdesac on Bachman Court; thence running along the Southern side of the culdesac in a curve, the chord of which is S. 88-21 E., 25 feet to a point; thence still with the Southern side of the culdesac in a curve, the chord of which is N. 61-06 E., 25 feet to the point of beginning.

THIS property is subject to easements shown on the said plat and to restrictive covenants recorded in the R.M.C. Office for Greenville County in VOL. 897, Page 521.





Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises bereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagoe forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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